

XII. NETWORK MANAGEMENT AND SERVICE MAINTENANCE

MFS and Pacific will work cooperatively to install and maintain a reliable network. MFS and Pacific will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, etc.) to achieve this desired reliability.

MFS and Pacific will work cooperatively to apply sound network management principles by invoking network management controls to alleviate or to prevent congestion.

MFS and Pacific will cooperatively plan and implement coordinated repair procedures to ensure customer trouble reports are resolved in a timely and appropriate manner.

XIII. FORCE MAJEURE

Neither Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body; or labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors; or any other circumstances beyond the Party's reasonable control. In such event, the Party affected shall, upon giving

prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its best efforts to avoid or remove the cause of non-performance and both parties shall proceed to perform with dispatch once the causes are removed or cease.

XIV. LIMITATION OF LIABILITY

Except as otherwise provided herein, neither Party shall be liable to the other in connection with the provision of use of services offered under this Agreement for indirect, incidental, consequential, reliance or special damages, including (without limitation) damages for lost profits, regardless of the form of action, whether in contract, indemnity, warranty, strict liability, or tort, including (without limitation) negligence of any kind.

XV. ASSIGNMENT

This Agreement may not be assigned by either Party without 60 days advance written notice and the written consent of the other Party, provided neither Party shall unreasonably withheld such consent. However, no consent will be required in the event of assignment to an affiliate or subsidiary.

XVI. DEFAULT

If either Party default in the payment of any amount due hereunder, or if either Party violates any other provision of this Agreement, and such default or

violation shall continue for thirty days after written notice thereof, the other Party may terminate this Agreement forthwith by written instrument. The failure of either Party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment of its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

Notwithstanding the Limitation of Liabilities provision set forth above, the Parties agree that should Pacific under fill the Basic Link orders in a given month by the larger of (a) 500 Basic Links ordered by MFS or (b) 25% of the Basic Links ordered by MFS (provided that for the months April, May, June, July, and August, 1996 said ordered amount shall never be higher than the Link caps for those months), and such failure is due in no part to the actions or inactions of MFS, that this would give rise to damages which would be impractical or extremely difficult to determine. In such event, MFS shall give written notice to Pacific of the failure, and Pacific shall have 30 days after receipt of such notice to cure the defect by providing the number of Basic Links ordered by MFS, consistent with the monthly Link caps provided herein. If 30 days following such notice Pacific has failed to provide the number of Basic Links necessary to cure the defect, Pacific shall pay to MFS a daily liquidated damages amount of \$7,500 for each day that the amount necessary to cure the defect remains unfilled. Further accruals of this daily penalty shall terminate when either Party terminates the Agreement pursuant to Section XI.

XVII. NONDISCLOSURE

- A. All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party dealing with customer specific, facility specific, or usage specific information, other than customer information communicated for the purpose of publication or directory database inclusion, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary", or (iii) communicated orally and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party.
- B. Upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic or otherwise, except that the receiving Party may retain one copy for archival purposes.
- C. Each Party shall keep all of the other Party's Proprietary Information confidential and shall use the other Party's Proprietary Information only for

performing the covenants contained in the Agreement. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the parties in writing.

D. Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information as:

- (i) was at the time of receipt already known to the receiving Party free of any obligation to keep it confidential evidenced by written records prepared prior to delivery by the disclosing Party; or
- (ii) is or becomes publicly known through no wrongful act of the receiving Party; or
- (iii) is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or
- (iv) is independently developed by an employee, agent, or contractor of the receiving Party which individual is not involved in any manner with the provision of services pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information; or
- (v) is disclosed to a third person by the disclosing Party without similar restrictions on such third person's rights; or

(vi) is approved for release by written authorization of the disclosing Party; or

(vii) is required to be made public by the receiving Party pursuant to applicable law or regulation provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.

E. **Effective Date.** Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement.

XVIII. CANCELLATION

The Parties acknowledge that time is of the essence in implementing this Agreement. Therefore, if the Commission acts or fails to act so as to delay implementation of the Agreement by January 3, 1996, then either Party may provide written notice of an intent to cancel. Unless the Parties agree within 10 business days of such notice of intent on a revised plan of implementation, the notice shall become an effective cancellation and the Agreement shall be null and void without force and effect.

XIX. DISPUTE RESOLUTION

The Parties agree that in the event of a default or violation hereunder, or for any dispute arising under this Agreement or related agreements the Parties may

have in connection with this Agreement, prior to taking any action before any court or regulator, or before making any public statement or disclosing the nature of the dispute to any third Party, the Parties shall first confer to discuss the dispute and seek resolution. Such conference shall occur at least at the Vice President level for each Party. In the case of Pacific, its Vice President for Local Competition, or equivalent officer, shall participate in the meet and confer meeting, and MFS Vice President, Regulatory Affairs, or equivalent officer, shall participate.

XX. NOTICES

Any notices required by or concerning this Agreement shall be sent to the Parties at the addresses shown below:

Pacific Bell

Marlin Ard, Dep. Gen. Counsel

140 New Montgomery St., 16th Floor

San Francisco, CA 94105

MFS Intelenet

Andrew D. Lipman, Senior Vice Pres., Legal/Regulatory Affairs

3000 K Street N. W., Suite 300

Washington DC 20007

Each Party shall inform the other of any changes in the above addresses.

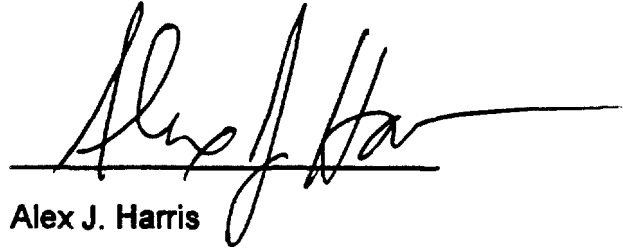
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

A handwritten signature in cursive script, appearing to read "Lee Bauman", written over a horizontal line.

Lee Bauman

Vice President, Local Competition

Pacific Bell

A handwritten signature in cursive script, appearing to read "Alex J. Harris", written over a horizontal line.

Alex J. Harris

Vice President, Regulatory Affairs

MFS Intelenet of California, Inc.

ATTACHMENT A

BUSINESS ZONES

BUSINESS ZONES

Zone 1			Zone 2			Zone 3		
ANHMCA17								
1 ANHMCA01	02	1	116 AGORCA11	2	248 ACTNCA11	3		
2 ANHMCA11		1	117 ALBYCA11	2	249 AGDLCA11	3		
3 BRBNCA11	13	1	118 ALHBCA01	2	250 ALGHCA11	3		
4 BRLNCA01		1	119 ALMDCA11	2	251 ALPICA12	3		
5 BSRNCA70		1	120 ANHMCA12	2	252 ANCMCA01	3		
6 BVHLCA01		1	121 ANTCCA11	2	253 ANGWCA11	3		
7 CLCYCA11		1	122 ARCDCA11	2	254 ANNPCA11	3		
8 CMTNCA01		1	123 ARTNCA11	2	255 APTSCA12	3		
9 CNCRCA01		1	124 AUBNCA01	2	256 ARCTCA11	3		
10 CNPKCA01		1	125 BALBCA01	2	257 ARGRC12	3		
11 CRDMCA11		1	126 BELLCA11	2	258 ARMSCA11	3		
12 CSMSCA11		1	127 BKFDCA12	2	259 ARNLCA11	3		
13 ELSGCA12		1	128 BKFDCA14	2	260 ARSNCA11	3		
14 ELTRCA11		1	129 BKLYCA01	2	261 ARVNGA11	3		
15 FRMTCA11		1	130 BNCICA11	2	262 ASMTCA11	3		
16 FRMTCA12		1	131 BNPKCA11	2	263 ATSCCA11	3		
17 FROKCA11		1	132 BREACA12	2	264 ATWRCA12	3		
18 FUTNCA01		1	133 CHICCA01	2	265 AUBNCA11	3		
19 GLDLCA11		1	134 CHVSCA11	2	266 AVBHCA11	3		
20 GRDNCA01		1	135 CLVSCA11	2	267 AVLNCA11	3		
21 HLWDCA01		1	136 COLACA01	2	268 AVNLCA12	3		
22 HNPCKA01		1	137 CORNCA11	2	269 BAKRCA11	3		
23 HWTNCA01		1	138 COTNCA11	2	270 BCWYCA11	3		
24 HYWRCA01		1	139 CRLSCA11	2	271 BDBACA11	3		
25 HYWRCA11		1	140 CRLSCA12	2	272 BEALCA11	3		
26 IGWDCA01		1	141 CRNDCA11	2	273 BGGSCA11	3		
27 IRVNCA01		1	142 DAVLCA12	2	274 BGSRC11	3		
28 IRVNCA11		1	143 DAVLCA13	2	275 BGVLCA11	3		
29 IRVNCA12		1	144 DAVSCA11	2	276 BKFDCA11	3		
30 LACNCA11		1	145 DLMRCA12	2	277 BKFDCA13	3		
31 LAMSCA01		1	146 ELCJCA11	2	278 BKFDCA15	3		
32 LSANCA02	01,03,04	1	147 ELCNCA01	2	279 BKFDCA17	3		
33 LSANCA07		1	148 ELMNCA01	2	280 BKFDCA19	3		
34 LSANCA08		1	149 ELNBCA11	2	281 BLCKCA11	3		
35 LSANCA09		1	150 ENCTCA12	2	282 BLLKCA11	3		
36 LSANCA10		1	151 ESCNCA01	2	283 BLRSCA12	3		
37 LSANCA11		1	152 EURKCA01	2	284 BNGRCA11	3		
38 LSANCA12		1	153 FLSMCA12	2	285 BNLMCA11	3		
39 LSANCA15		1	154 FLSMCA13	2	286 BNVLCA11	3		
40 LSANCA29		1	155 FLSMCA14	2	287 BRDLCA91	3		
41 LSANCA34		1	156 FNTACA11	2	288 BRSPCA11	3		
42 LSANCA35		1	157 FRFDCA01	2	289 BRWDCA12	3		
43 MLBRCA11		1	158 FRSNCA01	2	290 BRWLCA11	3		
44 MLPSCA11		1	159 FRSNCA11	2	291 BTCYCA11	3		
45 MTVWCA11		1	160 FRSNCA12	2	292 BTISCA11	3		
46 NHWDCA01		1	161 FRSNCA13	2	293 BURLCA11	3		
47 NHWDCA02		1	162 FRSNCA14	2	294 BVLYCA11	3		
48 NORGCA11		1	163 GRGVCA01	2	295 BVSPCA11	3		
49 NSCRCA11		1	164 HRCLCA11	2	296 BYPKCA11	3		
50 OKLDCA03		1	165 IMBHCA11	2	297 CAMPCA11	3		
51 OKLDCA11		1	166 LACRCA11	2	298 CBMTCA11	3		
52 OKLDCA12		1	167 LAJLCA11	2	299 CHLNCA11	3		
53 ORNGCA11		1	168 LGNGCA12	2	300 CHLRCA11	3		
54 ORNGCA13		1	169 LODICA01	2	301 CHVSCA12	3		
55 ORNGCA14		1	170 LOMTCA11	2	302 CHWCCA11	3		

56 PLALCA02	1	171 LRKSCA11	2	303 CLBSCA11	3
57 PLALCA12	1	172 LSANCA05	2	304 CLBSCA50	3
58 PLTNCA12	1	173 LSANCA06	2	305 CLNGCA01	3
59 PLTNCA13	1	174 LSANCA13	2	306 CLOKCA11	3
60 PRMTCA01	1	175 LSANCA14	2	307 CLPTCA11	3
61 PSDNCA11	1	176 LSANCA23	2	308 CLSTCA11	3
62 PSDNCA12	1	177 LSANCA38	2	309 CLXCCA12	3
63 RDCYCA01	1	178 LSANCA56	2	310 CMBACA11	3
64 RESDCA01	1	179 LSATCA11	2	311 CMNLCA11	3
65 RILTCA11	1	180 LVMRCA11	2	312 CMPDCA01	3
66 ROSMCA11	1	181 MCLNCABC	2	313 CMPVCA11	3
67 RVSDCA01	1	182 MDSTCA02, 52	2	314 CNVYCA11	3
68 SCRMC A01	1	183 MLVYCA01	2	315 CODLCA11	3
69 SCRMC A02	1	184 MNPKCA11	2	316 CORDCA12	3
70 SCRMC A03	1	185 MRC DCA01	2	317 CRCTCA02	3
71 SCRMC A11	1	186 MRTZCA11	2	318 CRMLCA11	3
72 SCRMC A12	1	187 MSVJCA60	2	319 CRNGCA12	3
73 SGATCA01	1	188 MTRYCA01	2	320 CRPLCA11	3
74 SHOKCA01, 64	1	189 NAPACA01	2	321 CRTHCA11	3
75 SNANCA01	1	190 NHL DCA11	2	322 CRVYCA11	3
76 SNANCA11	1	191 NSCRCA12	2	323 CSTCCA11	3
77 SNBUCA02	1	192 NTCYCA11	2	324 CSVLCA11	3
78 SNCRCA11	1	193 OCS DCA11	2	325 CTTICA12	3
79 SNDGCA01	1	194 OKLDCA04	2	326 CTVLCA11	3
80 SNDGCA02	1	195 OKLDCA13	2	327 CTWDCA11	3
81 SNDGCA03	1	196 PCBHCA01	2	328 CWL DCA12	3
82 SNDGCA06	1	197 PCBHCA11	2	329 CYCSCA11	3
83 SNDGCA11	1	198 PLCNCA11	2	330 CYTNCA11	3
84 SNDGCA14	1	199 PSBGCA11	2	331 CYWLCA11	3
85 SNDGCA15	1	200 PTL MCA01	2	332 DELNCA11	3
86 SNDGCA16	1	201 RBRNCA11	2	333 DINBCA01	3
87 SNFCCA01	1	202 RCMDCA11	2	334 DIXNCA11	3
88 SNFCCA04, 64	1	203 RDNGCA02	2	335 DLRYCA11	3
89 SNFCCA05	1	204 RDNGCA11	2	336 DLZRCA11	3
90 SNFCCA13	1	205 RNPSCA11	2	337 DNGNCA12	3
91 SNFCCA14	1	206 RNS DCA11	2	338 DNSMCA11	3
92 SNFCCA19, 12	1	207 RTPKCA11	2	339 DTFLCA11	3
93 SNFCCA21	1	208 SANTCA01	2	340 DWNVCA11	3
94 SNJSCA02	1	209 SCRMC A13	2	341 EDWRCA01	3
95 SNJSCA11	1	210 SIMICA11	2	342 EKCKCA11-	3
96 SNJSCA12	1	211 SJCPCA12	2	343 ELK-CA11	3
97 SNJSCA13	1	212 SKTNCA01	2	344 ERLMCA11	3
98 SNJSCA14	1	213 SKTNCA11	2	345 ESCLCA11	3
99 SNJSCA21	1	214 SLNSCA01	2	346 ESPRCA11	3
100 SNLNCA11	1	215 SLNSCA11	2	347 PETNCA11	3
101 SNMTCA11	1	216 SNANCA12	2	348 FLBKCA12	3
102 SNP DCA01	1	217 SNCLCA12	2	349 FLMRCA11	3
103 SNRMCA11	1	218 SNCZCA01	2	350 FRBHCA11	3
104 SNTCCA01	1	219 SNCZCA11	2	351 FRCKCA11	3
105 SNTCCA11	1	220 SNDGCA05	2	352 FRGLCA11	3
106 SNVACA01	1	221 SNDGCA12	2	353 FRSNCA15	3
107 SNVACA11	1	222 SNFCCA06	2	354 FRVLCA11	3
108 TRNCCA11	1	223 SNFCCA17	2	355 FSVLCA11	3
109 TUSTCA70	1	224 SNGBCA01	2	356 FTBRCA02	3
110 UNCYCA11	1	225 SNJSCA15	2	357 FTUNCA11	3
111 VNNYCA02	1	226 SNLOCA01	2	358 FVPNCA11	3
112 WLANCA01	1	227 SNMCCA11	2	359 FZPKCA11	3
113 WLMGCA01	1	228 SNRFCA01	2	360 GALTCA11	3
114 WNCKCA11	1	229 SNRFCA11	2	361 GNFDCA11	3
115 WSCRCA11	1	230 SNRSCA01	2	362 GNZLCA11	3

231	SNYSCA12	2	363	GRBRCA11	3
232	SONMCA12	2	364	GRDLCA11	3
233	SPSDCA11	2	365	GRNDCA13	3
234	SSLTCA11	2	366	GRTWCA11	3
235	TBRNCA11	2	367	GRVYCA01	3
236	TRACCA11	2	368	GRVYCA11	3
237	TUSTCA11	2	369	GRVYCA12	3
238	VCVLCA12	2	370	GSHNCA11	3
239	VISLCA11	2	371	GULLCA11	3
240	VISTCA12	2	372	GUSTCA11	3
241	VLLJCA01	2	373	GUVLCA11	3
242	VNTRCA02	2	374	GVLDCA11	3
243	VNTRCA11	2	375	GYVLCA11	3
244	WDLCA11	2	376	GZLLCA11	3
245	WTVLCA01	2	377	HERLCA11	3
246	YBCYCA01	2	378	HGLDCA11	3
247	YRLNCA11	2	379	HGSNCA11	3
			380	HLBGCA11	3
			381	HLSTCA11	3
			382	HLVLCA11	3
			383	HMBACA12	3
			384	HMCYCA11	3
			385	HMWDCA11	3
			386	HNFRCA01	3
			387	HPLDCA12	3
			388	HRBKCA11	3
			389	HURNCA11	3
			390	HYVLCA11	3
			391	IGNCCA12	3
			392	IMPRCA11	3
			393	INVRCA11	3
			394	IONECA11	3
			395	IVNHCA11	3
			396	JAMLCA60	3
			397	JCMBCA11	3
			398	JCSNCA01	3
			399	JMTWCA11	3
			400	JULNCA12	3
			401	KGBGCA11	3
			402	KGCYCA11	3
			403	KLVLCA12	3
			404	KNFYCA11	3
			405	KYBRCA11	3
			406	LAHNCA11	3
			407	LAMTCA11	3
			408	LATNCA11	3
			409	LCFRCA11	3
			410	LEBCCA11	3
			411	LEBCCA12	3
			412	LEMRC11	3
			413	LEMRC12	3
			414	LFYTCA11	3
			415	LGRDCA11	3
			416	LGRNCA12	3
			417	LKBRC11	3
			418	LKLACA11	3
			419	LKPTCA02	3
			420	LKSDCA12	3
			421	LLTNCA11	3
			422	LNCLCA11	3

423	LNVCAL1	3
424	LOLTCA11	3
425	LOMSCA11	3
426	LSBNCA12	3
427	LSMLCA11	3
428	LSTNCA11	3
429	LTRKCA11	3
430	LVOKCA11	3
431	LWLKCA11	3
432	MADRCAL1	3
433	MADRCAL2	3
434	MARNCA11	3
435	MCCSCA11	3
436	MDSTCA03	3
437	MDSTCA04	3
438	MDSTCA05	3
439	MDTWCA11	3
440	MKHLCA12	3
441	MKVLCA11	3
442	MLTNCA12	3
443	MNDCCA11	3
444	MNDTCA11	3
445	MNRICA11	3
446	MOJVCA01	3
447	MORGCA12	3
448	MRBACA11	3
449	MRDNCA11	3
450	MRNDCA11	3
451	MRPHCA11	3
452	MRPKCA12	3
453	MSBHCA11	3
454	MTAGCA11	3
455	MTPSCA11	3
456	MTSHCA12	3
457	MYVICA01	3
458	NCLSCA12	3
459	NHLLCA01	3
460	NICECA11	3
461	NICSCA11	3
462	NILDCA11-	3
463	NILDCA12	3
464	NIPMCA11	3
465	NSJNCA11	3
466	NVCYCA11	3
467	NWCSCA11	3
468	NWMNCA12	3
469	NYUBCA11	3
470	OCDNCA11	3
471	OJAICA11	3
472	OKDLCA11	3
473	OKLYCA11	3
474	OKVWCA11	3
475	OLDLCA11	3
476	ORCVCA11	3
477	ORLDCA11	3
478	ORNDCA11	3
479	ORSICA11	3
480	ORVACA11	3
481	ORVLCA11	3
482	ORVLCA12	3

483	OTMSCA11	3
484	PALACA11	3
485	PCFCCA11	3
486	PDLYCA11	3
487	PIRUCA11	3
488	PLDLCA01	3
489	PLGVCA12	3
490	PLMOCA11	3
491	PLNDCA11	3
492	PLVLCA11	3
493	PLVLCA12	3
494	PNARCA11	3
495	PNCRCA11	3
496	PNVYCA11	3
497	POWYCA11	3
498	PPWDCA11	3
499	PRDSCA11	3
500	PRDSCA12	3
501	PRLRGA11	3
502	PRSNCA11	3
503	PSBGCA01	3
504	PSBHCA11	3
505	PSCDCA11	3
506	PSKNCA11	3
507	PSRBCA01	3
508	PTOLCA01	3
509	PTVLCA11	3
510	PTVYCA11	3
511	PXLYCA11	3
512	QNCYCA12	3
513	RAMNCA11	3
514	RCKLCA11	3
515	RCVACA11	3
516	RDBLCA01	3
517	RIDECA11	3
518	RILNCA12	3
519	RNMRCa11	3
520	RSFECA12	3
521	RSMDCA11	3
522	RSMGCA11-	3
523	RVDLCA11	3
524	RVRBCA11	3
525	RVSDCA11	3
526	SAGSCA11	3
527	SATCCA12	3
528	SBSTCA11	3
529	SCVYCA01	3
530	SDSPCA11	3
531	SELMCA11	3
532	SESDCA11	3
533	SGSPCA11	3
534	SHFTCA11	3
535	SHLKCA01	3
536	SHSHCA11	3
537	SKTNCA12	3
538	SKTNCA14	3
539	SLDDCA11	3
540	SLMNCA11	3
541	SLNSCA12	3
542	SLNSCA13	3

543	SLNSCA14	3
544	SLVRCA11	3
545	SMAVCA11	3
546	SNADCA11	3
547	SNARCA11	3
548	SNGNCA11	3
549	SNJNCA11	3
550	SNJSCA18	3
551	SNJSCA20	3
552	SNLCCA11	3
553	SNMACA11	3
554	SNMICA11	3
555	SNRACA13	3
556	SNRSCA11	3
557	SPVLCA11	3
558	SRCYCA11	3
559	SRFRCA11	3
560	SRVLCA11	3
561	STAHCA01	3
562	STAHCA12	3
563	STAHCA13	3
564	STBHCA11	3
565	STCKCA11	3
566	STFRCA11	3
567	STHNCA11	3
568	SUISCAL1	3
569	SUNLCA11	3
570	THCHCA01	3
571	THCYCA01	3
572	THRRCA11	3
573	THTNCA11	3
574	TMLSCA12	3
575	TMTNCA11	3
576	TPTNCA11	3
577	TRBLCA11	3
578	TRLCCA11	3
579	TRNDCA11	3
580	TRPSCA11	3
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583	TULRCA11	3
584	TWHRCA11	3
585	UKIHCA01	3
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588	VINACA12	3
589	VLCTCA11	3
590	VYFRCA11	3
591	VYSPCA11	3
592	WANACA11	3
593	WASCCA01	3
594	WDLKCA11	3
595	WEEDCA01	3
596	WBOTCA11	3
597	WLBSCA11	3
598	WLLCCA11	3
599	WLTSCA12	3
600	WLWSCA11	3
601	WNDSCA11	3
602	WNSPCA12	3

603	WNTRCA11	3
604	WTFRC11	3
605	WTLDCA12	3
606	YNVLCA11	3
607	YREKCA11	3
608	YRLNCA12	3
609	YSMTCA11	3
610	YSMTCA12	3

ATTACHMENT B

RESIDENCE ZONES

R1

WIRECENTER ZONING

Zone 3

LEAST DENSE

Zone 2

MIDDLE DENSITY

Zone 1

MOST DENSE

1	ACTNCA11	3
2	AGDLCA11	3
3	AGORCA11	3
4	ALGHCA11	3
5	ALPICA12	3
6	ANCMCA01	3
7	ANGWCA11	3
8	ANNPCA11	3
9	ANTCCA11	3
10	APTSCA12	3
11	ARCTCA11	3
12	ARGRCA12	3
13	ARMSCA11	3
14	ARNLCA11	3
15	ARSNCA11	3
16	ARVNCA11	3
17	ASMTCA11	3
18	ATSCCA11	3
19	ATWRCA12	3
20	AUBNCA01	3
21	AUBNCA11	3
22	AVBHCA11	3
23	AVLNCA11	3
24	AVNLCA12	3
25	BAKRCA11	3
26	BCWYCA11	3
27	BDBACA11	3
28	BEALCA11	3
29	BGGSCA11	3
30	BGSRCA11	3
31	BGVLCA11	3
32	BKFDCA11	3
33	BKFDCA13	3
34	BKFDCA14	3
35	BKFDCA15	3
36	BKFDCA17	3
37	BKFDCA19	3
38	BLCKCA11	3
39	BLLKCA11	3
40	BLRSCA12	3
41	BNCICA11	3
42	BNGRCA11	3
43	BNLMCA11	3
44	BNVLCA11	3
45	BRDLCA91	3
46	BRSPCA11	3
47	BRWDCA12	3
48	BRWLCA11	3
49	BTCYCA11	3
50	BTISCA11	3
51	BURLCA11	3
52	BVLYCA11	3
53	BVSPCA11	3

421	ARCDCA11	2
422	ARTNCA11	2
423	BKFDCA12	2
424	BNPKCA11	2
425	BREACA12	2
426	BRLNCA01	2
427	CHVSCA11	2
428	CNCRCA01	2
429	CNPKCA01	2
430	COTNCA11	2
431	CRDMCA11	2
432	CRLSCA11	2
433	CRLSCA12	2
434	CRNDCA11	2
435	DLMRCA12	2
436	ELCJCA11	2
437	ELMNCA01	2
438	ELSBCA11	2
439	ELTRCA11	2
440	ENCTCA12	2
441	FLSMCA14	2
442	FRMTCA11	2
443	FRMTCA12	2
444	FROKCA11	2
445	FRSNCA11	2
446	FRSNCA12	2
447	FRSNCA13	2
448	FUTNCA01	2
449	HRCLECA11	2
450	HYWRCA11	2
451	IMBHCA11	2
452	IRVNCA01	2
453	IRVNCA12	2
454	LACRCA11	2
455	LAJLCA11	2
456	LAMSCA01	2
457	LGNGCA12	2
458	LKSKCA11	2
459	LSANCA23	2
460	MCLNCA01	2
461	MLVYCA01	2
462	MSVJCA60	2
463	MTRYCA01	2
464	MTWVCA11	2
465	NHLDCA11	2
466	NHWDCA01	2
467	NORGCA11	2
468	NTCYCA11	2
469	OCSOCA11	2
470	OKLDCA12	2
471	OKLDCA13	2
472	ORNGCA11	2
473	ORNGCA13	2

524	ALBYCA11	1
525	ALHBCA01	1
526	ALMDCA11	1
527	ANHMCA01, 02	1
528	ANHMCA11	1
529	ANHMCA12	1
530	BALBCA01	1
531	BELLCA11	1
532	BKLYCA01	1
533	BRBNCA11, 13	1
534	BSRNCA70	1
535	BVHLCA01	1
536	CLCYCA11	1
537	CMTNCA01	1
538	COLACA01	1
539	CSMSCA11	1
540	ELSGCA12	1
541	GLDLCA11	1
542	GRDNCA01	1
543	GRGVCA01	1
544	HLWDCA01	1
545	HNPCKA01	1
546	HWTHCA01	1
547	IGWDCA01	1
548	IRVNCA11	1
549	LACNCA11	1
550	LOMTCA11	1
551	LSANCA02, 01, 03, 04	1
552	LSANCA05	1
553	LSANCA06	1
554	LSANCA07	1
555	LSANCA08	1
556	LSANCA09	1
557	LSANCA10	1
558	LSANCA11	1
559	LSANCA12	1
560	LSANCA13	1
561	LSANCA14	1
562	LSANCA15	1
563	LSANCA29	1
564	LSANCA34	1
565	LSANCA35	1
566	LSANCA38	1
567	LSANCA56	1
568	MLBRCA11	1
569	NHWDCA02	1
570	NSCRCA11	1
571	OKLDCA03	1
572	OKLDCA04	1
573	OKLDCA11	1
574	ORNGCA14	1
575	PLALCA02	1
576	PLTNCA13	1

WIRECENTER ZONING

LEAST DENSE			MIDDLE DENSITY			MOST DENSE		
54	BYPKCA11	3	474	ORVACA11	2	577	PRMTCA01	1
55	CAMPCA11	3	475	PCBHCA01	2	578	ROSMCA11	1
56	CBMTCA11	3	476	PCBHCA11	2	579	SCRMCA01	1
57	CHICCA01	3	477	PCFCCA11	2	580	SCRMCA11	1
58	CHLNCA11	3	478	PLALCA12	2	581	SGATCA01	1
59	CHLRCA11	3	479	PLCNCA11	2	582	SHOKCA01,04	1
60	CHVSCA12	3	480	PLTNCA12	2	583	SNANCA01	1
61	CHWCCA11	3	481	PSDNCA12	2	584	SNANCA11	1
62	CLBSCA11	3	482	RBRNCA11	2	585	SNBUCA02	1
63	CLBSCA50	3	483	RCKLCA11	2	586	SNDGCA01	1
64	CLNGCA01	3	484	RCMDCA11	2	587	SNDGCA02	1
65	CLOKCA11	3	485	RDCYCA01	2	588	SNDGCA06	1
66	CLPTCA11	3	486	RESDCA01	2	589	SNFCCA01	1
67	CLSTCA11	3	487	RILTCA11	2	590	SNFCCA04,64	1
68	CLVSCA11	3	488	RNPSCA11	2	591	SNFCCA05	1
69	CLXCCA12	3	489	RNSDCA11	2	592	SNFCCA06	1
70	CMBACA11	3	490	RVSDCA01	2	593	SNFCCA13	1
71	CMNLCA11	3	491	SCRMCA02	2	594	SNFCCA14	1
72	CMPDCA01	3	492	SCRMCA03	2	595	SNFCCA19,12	1
73	CMPVCA11	3	493	SCRMCA12	2	596	SNFCCA21	1
74	CNVYCA11	3	494	SCRMCA13	2	597	SNGBCA01	1
75	CODLCA11	3	495	SNANCA12	2	598	SNJSCA02	1
76	CORDCA12	3	496	SNCLCA12	2	599	SNJSCA14	1
77	CORNCA11	3	497	SNCRCAL1	2	600	SNJSCA21	1
78	CRCTCA02	3	498	SNCZCA11	2	601	SNMTCA11	1
79	CRMLCA11	3	499	SNDGCA03	2	602	SNTCCA01	1
80	CRNGCA12	3	500	SNDGCA05	2	603	SNTCCA11	1
81	CRPLCA11	3	501	SNDGCA11	2	604	SNVACA01	1
82	CRTHCA11	3	502	SNDGCA12	2	605	SNVACA11	1
83	CRVYCA11	3	503	SNDGCA14	2	606	SPSDCA11	1
84	CSTCCA11	3	504	SNDGCA15	2	607	TRNCCA11	1
85	CSVLCA11	3	505	SNDGCA16	2	608	TUSTCA70	1
86	CTTICA12	3	506	SNFCCA17	2	609	VNNYCA02	1
87	CTVLCA11	3	507	SNJSCA11	2	610	WLANCA01	1
88	CTWDCA11	-3	508	SNJSCA12	2			
89	CWLDCA12	3	509	SNJSCA13	2			
90	CYCSCA11	3	510	SNLNCA11	2			
91	CYTNCA11	3	511	SNPDCA01	2			
92	CYWLCA11	3	512	SNRPCA01	2			
93	DAVLCA12	3	513	SNRPCA11	2			
94	DAVLCA13	3	514	SNRMCA11	2			
95	DAVSCA11	3	515	SNYSCA12	2			
96	DELNCA11	3	516	SSLTCA11	2			
97	DINBCA01	3	517	TBRNCA11	2			
98	DIXNCA11	3	518	TUSTCA11	2			
99	DLRYCA11	3	519	UNCYCA11	2			
100	DLZRCA11	3	520	VISTCA12	2			
101	DNGNCA12	3	521	VNTRCA11	2			
102	DNSMCA11	3	522	WLMGCA01	2			
103	DTFLCA11	3	523	WNCKCA11	2			
104	DWNVCA11	3						
105	EDWRCA01	3						
106	EKCKCA11	3						
107	ELCNCA01	3						

WIRECENTER ZONING

LEAST DENSE

MIDDLE DENSITY

MOST DENSE

108 ELK-CA11	3
109 ERLMCA11	3
110 ESCLCA11	3
111 ESCNCA01	3
112 ESPRCA11	3
113 EURKCA01	3
114 FETNCA11	3
115 FLBKCA12	3
116 FLMRCA11	3
117 FLSMCA12	3
118 FLSMCA13	3
119 FNTACA11	3
120 FRBHCA11	3
121 FRCKCA11	3
122 FRFDCA01	3
123 FRGLCA11	3
124 FRSNCA01	3
125 FRSNCA14	3
126 FRSNCA15	3
127 FRVLCA11	3
128 FSVLCA11	3
129 FTBRCA02	3
130 FTUNCA11	3
131 FVPNCA11	3
132 FZPKCA11	3
133 GALTCA11	3
134 GNFDCA11	3
135 GNZLCA11	3
136 GRBRCA11	3
137 GRDLCA11	3
138 GRNDCA13	3
139 GRTWCA11	3
140 GRVYCA01	3
141 GRVYCA11	3
142 GRVYCA12	-3
143 GSHNCA11	3
144 GULLCA11	3
145 GUSTCA11	3
146 GUVLCA11	3
147 GVLDCA11	3
148 GYVLCA11	3
149 GZLLCA11	3
150 HERLCA11	3
151 HGLDCA11	3
152 HGSNCA11	3
153 HLBGCA11	3
154 HLSTCA11	3
155 HVLCA11	3
156 HMBACA12	3
157 HMCYCA11	3
158 HMWDCA11	3
159 HNFRCOA1	3
160 HPLDCA12	3
161 HRBKCA11	3

R4

WIRECENTER ZONING

LEAST DENSE	MIDDLE DENSITY	MOST DENSE
162 HURNCA11	3	
163 HYVLCA11	3	
164 HYWRCA01	3	
165 IGNCCA12	3	
166 IMPRCA11	3	
167 INVRCA11	3	
168 IONECA11	3	
169 IVNHCA11	3	
170 JAMLCA60	3	
171 JCMBCA11	3	
172 JCSNCA01	3	
173 JMTWCA11	3	
174 JULNCA12	3	
175 KGBGCA11	3	
176 KGCYCA11	3	
177 KLVLCAL2	3	
178 KNFYCA11	3	
179 KYBRCA11	3	
180 LAHNCA11	3	
181 LAMTCA11	3	
182 LATNCA11	3	
183 LCFRCA11	3	
184 LEBCCA11	3	
185 LEBCCA12	3	
186 LEMRCA11	3	
187 LEMRCA12	3	
188 LPYTCA11	3	
189 LGRDCA11	3	
190 LGRNCA12	3	
191 LKBRCA11	3	
192 LKLACA11	3	
193 LKPTCA02	3	
194 LKSDCA12	3	
195 LLTNCA11	3	
196 LNCLCA11	3	
197 LNVYCA11	3	
198 LODICA01	3	
199 LOLTCA11	3	
200 LOMSCA11	3	
201 LSATCA11	3	
202 LSBNCA12	3	
203 LSMLCA11	3	
204 LSTNCA11	3	
205 LTRKCA11	3	
206 LVMRCA11	3	
207 LVOKCA11	3	
208 LWLKCA11	3	
209 MADRCA11	3	
210 MADRCA12	3	
211 MARNCA11	3	
212 MCCSCA11	3	
213 MDSTCA02, 52	3	
214 MDSTCA03	3	
215 MDSTCA04	3	

R5

WIRECENTER ZONING

LEAST DENSE

MIDDLE DENSITY

MOST DENSE

216	MDSTCA05	3
217	MDTWCA11	3
218	MKHLCA12	3
219	MKVLCA11	3
220	MLPSCA11	3
221	MLTNCA12	3
222	MNDCCA11	3
223	MNDTCA11	3
224	MNPKCA11	3
225	MNRICA11	3
226	MOJVCA01	3
227	MORGCA12	3
228	MRBACA11	3
229	MRCDOA01	3
230	MRDNCA11	3
231	MRNDCA11	3
232	MRPHCA11	3
233	MRPKCA12	3
234	MRTZCA11	3
235	MSBHCA11	3
236	MTAGCA11	3
237	MTPSCA11	3
238	MTSHCA12	3
239	MYVICA01	3
240	NAPACA01	3
241	NCLSCA12	3
242	NHLLCA01	3
243	NICECA11	3
244	NICSCA11	3
245	NILDCA11	3
246	NILDCA12	3
247	NIPMCA11	3
248	NSCRCA12	3
249	NSJNCA11	3
250	NVCYCA11	-3
251	NWCSCA11	3
252	NWMNCA12	3
253	NYUBCA11	3
254	OCDNCA11	3
255	OJAICA11	3
256	OKDLCA11	3
257	OKLYCA11	3
258	OKVWCA11	3
259	OLDLCA11	3
260	ORCVCA11	3
261	ORLDCA11	3
262	ORNDCA11	3
263	ORSICA11	3
264	ORVLCA11	3
265	ORVLCA12	3
266	OTMSCA11	3
267	PALACA11	3
268	PDLYCA11	3
269	PIRUCA11	3

WIRECENTER ZONING

LEAST DENSE

MIDDLE DENSITY

MOST DENSE

270 PLDLCA01	3
271 PLGVCA12	3
272 PLMOCA11	3
273 PLNDCA11	3
274 PLVLCA11	3
275 PLVLCA12	3
276 PNARCA11	3
277 PNCRCA11	3
278 PNVYCA11	3
279 POWYCA11	3
280 PPWDCA11	3
281 PRDSCA11	3
282 PRDSCA12	3
283 PRLRCA11	3
284 PRSNCA11	3
285 PSBGCA01	3
286 PSBGCA11	3
287 PSBHCA11	3
288 PSCDCA11	3
289 PSDNCA11	3
290 PSKNCA11	3
291 PSRBCA01	3
292 PTLMCA01	3
293 PTOLCA01	3
294 PTVLCA11	3
295 PTVYCA11	3
296 PXLYCA11	3
297 QNCYCA12	3
298 RAMNCA11	3
299 RCVACA11	3
300 RDBLCA01	3
301 RDNGCA02	3
302 RDNGCA11	3
303 RIDECA11	3
304 RILNCA12	-3
305 RNMRC11	3
306 RSFECA12	3
307 RSMDC11	3
308 RSMGCA11	3
309 RTPKCA11	3
310 RVDLCA11	3
311 RVRBCA11	3
312 RVSDCA11	3
313 SAGSCA11	3
314 SANTCA01	3
315 SATCCA12	3
316 SBSTCA11	3
317 SCVYCA01	3
318 SDSPCA11	3
319 SELMCA11	3
320 SESDCA11	3
321 SGSPCA11	3
322 SHFTCA11	3
323 SHLKCA01	3

R7

WIRECENTER ZONING

LEAST DENSE	MIDDLE DENSITY	MOST DENSE
324 SHSHCA11	3	
325 SIMICA11	3	
326 SJCPCA12	3	
327 SKTNCA01	3	
328 SKTNCA11	3	
329 SKTNCA12	3	
330 SKTNCA14	3	
331 SLDDCA11	3	
332 SLMNCA11	3	
333 SLNSCA01	3	
334 SLNSCA11	3	
335 SLNSCA12	3	
336 SLNSCA13	3	
337 SLNSCA14	3	
338 SLVRCA11	3	
339 SMAVCA11	3	
340 SNADCA11	3	
341 SNARCA11	3	
342 SNCZCA01	3	
343 SNGNCA11	3	
344 SNJNCA11	3	
345 SNJSCA15	3	
346 SNJSCA18	3	
347 SNJSCA20	3	
348 SNLCCA11	3	
349 SNLOCA01	3	
350 SNMACA11	3	
351 SNMCCA11	3	
352 SNMICA11	3	
353 SNRACA13	3	
354 SNRSCA01	3	
355 SNRSCA11	3	
356 SONMCA12	3	
357 SPVLCA11	3	
358 SRCYCA11	3	
359 SRFRCA11	3	
360 SRVLCA11	3	
361 STAHCA01	3	
362 STAHCA12	3	
363 STAHCA13	3	
364 STBHCA11	3	
365 STCKCA11	3	
366 STFRCA11	3	
367 STHNCA11	3	
368 SUISCA11	3	
369 SUNLCA11	3	
370 THCHCA01	3	
371 THCYCA01	3	
372 THRRCA11	3	
373 THTNCA11	3	
374 TMLSCA12	3	
375 TMTNCA11	3	
376 TPTNCA11	3	
377 TRACCA11	3	

WIRECENTER ZONING

LEAST DENSE	MIDDLE DENSITY	MOST DENSE
378 TRBLCA11	3	
379 TRLCCA11	3	
380 TRNDCA11	3	
381 TRPSCA11	3	
382 TRUCCA11	3	
383 TRUCCA12	3	
384 TULRCA11	3	
385 TWHRCA11	3	
386 UKIHCA01	3	
387 UKIHCA12	3	
388 UPLKCA11	3	
389 VCVLCA12	3	
390 VINACA12	3	
391 VISLCA11	3	
392 VLCTCA11	3	
393 VLLJCA01	3	
394 VNTRCA02	3	
395 VYFRCA11	3	
396 VYSPCA11	3	
397 WANACA11	3	
398 WASCCA01	3	
399 WDLDCA11	3	
400 WDLKCA11	3	
401 WEEDCA01	3	
402 WEOTCA11	3	
403 WLBSCA11	3	
404 WLLCCA11	3	
405 WLTSCA12	3	
406 WLWSCA11	3	
407 WNDSCA11	3	
408 WNSPCA12	3	
409 WNTRCA11	3	
410 WSCRCA11	3	
411 WTRCA11	3	
412 WTLDCA12	-3	
413 WTVLCA01	3	
414 YBCYCA01	3	
415 YNVLCA11	3	
416 YREKCA11	3	
417 YRLNCA11	3	
418 YRLNCA12	3	
419 YSMTCA11	3	
420 YSMTCA12	3	